

## TEXAS PARKS AND WILDLIFE

Texas Parks and Wildlife Department  
Purchasing and Contracting C-1  
4200 Smith School Road  
Austin, Texas 78744

# REQUEST FOR PROPOSALS

**RFP No. 802-15-30777**

## **Video Productions of 2015 Employee Recognition Award Winners**

NIGP Class/Items: 915-82

RFP Issue Date:	May 8, 2015
Questions Due:	May 14, 2015; 2:00 PM CT
Answers posted on ESBD:	May 18, 2015
<b>Proposal Due Date:</b>	<b>May 22, 2015; 2:00 PM CT</b>

Purchaser: Mary Hardin, CTPM, CTCM, Purchaser  
Phone 512-389-4721  
mary.hardin@tpwd.texas.gov

**ATTENTION:** It is the responsibility of interested parties to periodically check the Electronic State Business Daily (ESBD) website for updates to this solicitation prior to submitting a response. The Respondent's failure to periodically check the ESBD will in no way release the selected contractor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFP.

## Table of Contents

<b>SECTION I – GENERAL INFORMATION AND STATEMENT OF WORK.....</b>	<b>4</b>
1. PROJECT SUMMARY, SOLICITATION METHOD AND INTENT .....	4
2. BACKGROUND .....	4
3. DEFINITIONS.....	5
4. CONTRACT TERM.....	5
5. QUALIFICATIONS AND EXPERIENCE .....	6
6. SCOPE OF WORK AND SPECIFICATIONS .....	6
7. CONTRACTOR REQUIREMENTS .....	9
8. TPWD RESPONSIBILITIES .....	9
9. ADDITIONAL TERMS AND CONDITIONS .....	9
10. INSURANCE .....	10
11. SUBCONTRACTING .....	11
12. CONTRACT ADMINISTRATION.....	11
13. INVOICING AND PAYMENT .....	11
<b>SECTION II – PROPOSAL REQUIREMENTS .....</b>	<b>13</b>
1. SCHEDULE OF EVENTS .....	13
2. INQUIRIES .....	13
3. PROPOSAL CONTENT .....	14
4. PROPOSAL SUBMISSION .....	14
5. DELIVERY OF PROPOSALS.....	15
6. EVALUATION AND AWARD .....	15
<b>SECTION III – GENERAL TERMS AND CONDITIONS.....</b>	<b>17</b>

<b>EXHIBIT A - EXECUTION OF PROPOSAL .....</b>	<b>32</b>
<b>EXHIBIT B - PRICE SHEET.....</b>	<b>34</b>
<b>EXHIBIT C - RESPONDENT PROFILE .....</b>	<b>35</b>
<b>EXHIBIT D - RESPONDENT DOCUMENTATION AND PROPOSAL .....</b>	<b>36</b>
<b>EXHIBIT E - RESPONSE SUBMISSION CHECKLIST .....</b>	<b>38</b>

## SECTION I – GENERAL INFORMATION AND STATEMENT OF WORK

### 1. PROJECT SUMMARY, SOLICITATION METHOD AND INTENT

- 1.1. Summary: Texas Parks and Wildlife Department (TPWD) is soliciting proposals for Video Production Services for eight (8) Employee Recognition Award (ERA) videos with an average length of three (3) to four (4) minutes each. The awarded contractor shall pre-produce, shoot, write, edit and deliver the eight (8) ERA videos per the supplied requirements in this RFP. TPWD is seeking creative, cost-effective and efficient ways to pre-produce, shoot, write, edit and deliver these eight (8) videos. Without exception, all eight (8) ERA videos must be completed and submitted by July 30, 2015.
- 1.2. Contract Budget: A \$27,000 budget has been established for everything involved in the completion of this contract. Proposals submitted must indicate a total price within the allotted \$27,000 budget (Ref: [Exhibit B - Price Schedule](#)) and clearly indicate how they will accomplish the tasks as outlined in this solicitation, including a breakdown of wages or fees for services, administrative costs, travel, materials and all other expenses necessary to complete this project (Ref: [Exhibit D – Respondent Documentation and Proposal](#)). For payment information, refer to [Section I, Subsection 13](#).
- 1.3. Solicitation Method & Intent: The Request for Proposal (RFP) solicitation method allows qualified respondents to submit a written proposal addressing qualifications, experience, creativity, efficiency, price/production budget, availability, approach and other factors that will be employed to ensure successful accomplishment of the requirements set forth herein. TPWD will review, compare and evaluate responses based on the criteria and weights identified in this RFP. TPWD intends to award a Contract to the respondent whose proposal is considered to be the Best Value to TPWD, which meets or exceeds the requirements within the allotted \$27,000 budget. It is TPWD's sole discretion to determine best value. (Reference: [Section II, Subsection 6 – Evaluation and Award](#).)

### 2. BACKGROUND

- 2.1. Each year, through the TPWD Employee Recognition Awards (ERA) program, we recognize some of our most exceptional colleagues for their efforts and contributions toward advancing the TPWD mission. Individuals and teams are nominated by their TPWD peers and colleagues, and are selected by a cross-section of previous award winners and TPWD representatives.
- 2.2. Each year a recognition dinner and ceremony for the ERA recipients is held at a banquet facility in Austin, Texas. Biographies are read and videos shown of each winner or winning team at the dinner. For examples of previous TPWD ERA videos and as a reference for the quality and style that we are looking for, please search for these video titles on YouTube:
  - 2.2.1. Man of the Marsh: Michael Rezsutek, PhD - Texas Parks and Wildlife [Official]
  - 2.2.2. Answer Woman: Carol Thompson - Texas Parks and Wildlife [Official]
  - 2.2.3. The Wizard of Wildlife: Park Ranger Craig Hensley - Texas Parks and Wildlife [Official]
  - 2.2.4. Cool Under Fire: Stephanie Rubio - Texas Parks and Wildlife People [Official]
  - 2.2.5. Fire Team - Texas Parks and Wildlife People [Official]
  - 2.2.6. The Data Guy: John Taylor - Texas Parks and Wildlife People [Official]
- 2.3. The TPWD is in need of a contractor to pre-produce, shoot, write, edit and deliver eight (8) videos Employee Award videos with an average length of three (3) to four (4) minutes each per the supplied requirements in this RFP. Proposals are requested for these award videos from individuals, companies or organizations with professional experience in video pre-production, production, post production and delivery of media.

- 2.4. Nomination forms with information and contacts for each of the eight (8) TPWD ERA videos will be supplied to the winning contractor no later than June 5, 2015, and possibly earlier. The categories for the TPWD Employee Recognition Awards are:
- 2.4.1. Community Outreach
  - 2.4.2. Conservation
  - 2.4.3. Customer Service
  - 2.4.4. Leadership
  - 2.4.5. Partnership
  - 2.4.6. Special Achievements
  - 2.4.7. Outstanding Team 1
  - 2.4.8. Outstanding Team 2
- 2.5. Locations of the eight (8) ERA winners are already known and will help bidders determine travel costs.
- 2.5.1. 1 winner is in Waco
  - 2.5.2. 1 team (with multiple members) is located near Texas City and the intracoastal waterway along Galveston
  - 2.5.3. The other 6 winners are all in Austin
- 2.6. **Attention:** Without exception, all eight (8) ERA videos must be completed and submitted to the TPWD Contract Manager no later than July 30, 2015. And, no Employee Award winners are allowed to see their completed video before the awards banquet. **Failure to comply will result in penalty of payment.**
- 2.7. The primary target audience for the eight (8) ERA videos is the Employee Award winners, their co-workers, family and friends in attendance at the awards banquet. The secondary audience is the general public who may attend the banquet or see the award videos posted on YouTube. The “talent” in these award videos are not professional actors and need to be treated with a supportive, positive attitude throughout the production process.
- 2.8. The award videos need to be produced in a style that is both uplifting of the deserving winners and as entertaining as possible to an awards ceremony audience. Laughter and sincere, touching moments are both very good elements to have in every video when possible.

### 3. DEFINITIONS

The following definitions apply, in addition to those listed in [Section III, Item 1 Definitions](#).

- 3.1 Acceptable Quality Level - The level of service below which the contract will not be paid or damages may be assessed.
- 3.2 Addendum - A modification of the specifications issued by the Owner and distributed to prospective respondents prior to the opening of proposals.
- 3.3 Contract - Consists of the Request for Proposal, any addenda, the successful respondent's response, and the purchase order.
- 3.4 Contract Manager - The individual designated by the Owner and identified in the purchase order as authorized to represent the Owner during the term of the contract.

### 4. CONTRACT TERM

- 4.1. Contract Term: The contract shall commence on Date of Award and continue through July 30, 2015, unless sooner terminated under the terms of the contract. **The absolute latest delivery date of the completed video production is July 30, 2015.**

- 4.2. **Contract Extensions:** In the event that the contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, TPWD may, with the written consent of the awarded supplier(s), extend the contract for a period of time as may be necessary to permit TPWD continued supply of the identified products and/or services (not to exceed twelve month extension period). Any extensions shall be at the same terms and conditions, plus any approved changes.
- 4.3. **Termination:** The contract shall terminate upon full performance of all requirements contained in the contract, unless otherwise extended, as provided in accordance with the contract terms and conditions.
- 4.4. **Amendments:** The contract may be amended in writing by mutual consent of the parties. Unless this RFP states otherwise, the resulting contract award does not guarantee volume or a commitment of funds.

## 5. QUALIFICATIONS AND EXPERIENCE

- 5.1. **Minimum Qualifications and Experience:** To be entitled for consideration, respondent (and awarded contractor) shall meet the following minimum requirements. These minimum requirements must also be met for all subcontractors.
- 5.1.1. Minimum of 4 years experience with pre-production design, scheduling and coordination.
  - 5.1.2. Minimum of 4 years experience with production budget design and staying within budget.
  - 5.1.3. Minimum of 4 years experience with video field production work and video editing.
  - 5.1.4. Ability to work with people and government agencies.
  - 5.1.5. Ability to work independently with minimal supervision.
  - 5.1.6. Ability to plan for and deliver completed project requirements on schedule.
  - 5.1.7. Ability to take initiative.
  - 5.1.8. Ability to take directions.
  - 5.1.9. Ability to meet deadlines.
  - 5.1.10. Ability to act upon corrective or constructive input.
  - 5.1.11. Be in good financial standing.
  - 5.1.12. Have available, or have the ability to obtain, the necessary qualified personnel, skills, qualifications, organization, facilities and equipment needed to fulfill all requirements under this RFP and any resulting contract.
- 5.2. **Supporting Documentation:** Respondent shall submit documentation to demonstrate and support they, and any subcontractors, meet or exceed the above minimum qualifications and experience. (Reference [\*Section II, Subsection 3 – Proposal Content.\*](#))

## 6. SCOPE OF WORK AND SPECIFICATIONS

Video Production Services for a quantity of eight (8) Employee Recognition Award videos with an average length of three (3) to four (4) minutes each, including but not limited to the following:

- 6.1. **Pre-Production and Production:**
- 6.1.1. Review supplied ERA winner nomination forms and information for understanding of why individuals are being recognized.
  - 6.1.2. Contact ERA winners for further information and understanding of award, physical areas to record in, travel and other requirements.
  - 6.1.3. Secure any required subcontractors.
  - 6.1.4. Conceive and design the stories for each of the eight (8) ERA winners and present all story ideas to Contract Manager for review and approval before any field production work begins.

- 6.1.5. TPWD Media Productions has an extensive video library with a searchable database. Any of the video and audio in the library is available for use in the completion of these employee award videos.
- 6.1.6. Upon approval of the story ideas, begin scheduling the shoots.
- 6.1.7. Refine production schedules and requirements as needed to stay on schedule and within budget.
- 6.1.8. Because of the production schedule, from the time of receiving the information about the employee award winners (by June 5, 2015) and the due date of all finished videos (by July 30, 2015), it is expected that multiple producers will be required to shoot and edit all eight (8) videos. One or two producers cannot produce all 8 videos in the time required at the quality level expected.
- 6.1.9. Unless minors are involved, no talent release forms should be required for these award videos.
- 6.1.10. Unless unique locations are being utilized, no location releases should be required for these award videos.
- 6.1.11. If for some reason permits, releases or other legal permits are required, please coordinate with Contract Manager before fulfilling any legal requirements.
- 6.1.12. Conduct the shoots as efficiently as possible. Experience has shown that two full days of concentrated, efficient shooting is usually all that is needed per award video. However, there may be a need for more shooting time, especially with team awards where several people are involved over a larger area.
- 6.1.13. The "talent" in these award videos are not professional actors and need to be treated with a supportive, positive attitude throughout the production process.
- 6.1.14. The technical specifications for the shoots are:
  - 6.1.14.1. Shoot in high definition, 1920 x 1080 30P (progressive)
  - 6.1.14.2. Minimal compression in the acquisition format
  - 6.1.14.3. Submit technical specifications of the acquisition format to the Contract Manager for approval prior to the beginning of any production work.
  - 6.1.14.4. The minimum of two channels of clean audio will be captured at all times: Ch.1 = natural sounds and Ch.2 = voice via wireless mic system
  - 6.1.14.5. Clean, clear, understandable audio from the award winners is expected. Therefore, wireless lavalier microphones should be used at all times on the primary talent.

6.2. **Post Production:**

- 6.2.1. Any needed library video and audio for completion of the ERA videos will be acquired at TPWD headquarters on a hard drive supplied by the contractor. It is the contractor's responsibility to search the Media Productions database to find all needed library video and audio. It is also the contractor's responsibility to make copies of all needed library video and audio.
- 6.2.2. Any needed SFX (sound effects) can be acquired from the Media Productions SFX audio library located at TPWD headquarters.
- 6.2.3. TPWD Media Productions has a license to the FirstCom music library. Only music from this library may be used in the award videos. Access and directions to the online library will be supplied to the contract winner.
- 6.2.4. The same piece of music may not be used in multiple videos. Each award video must use unique cuts of music.
- 6.2.5. TPWD Media Productions will supply some graphic elements such as name keys and logos to the contract winner for use in the award videos.
- 6.2.6. The technical specifications for the editing process are:
  - 6.2.6.1. All music must be in stereo
  - 6.2.6.2. When possible or appropriate, nats and SFX should be in stereo.
  - 6.2.6.3. It is preferred that Final Cut Pro 7 or Adobe Premiere be used.
  - 6.2.6.4. Final deliverable format is to be a QuickTime movie, 1920 x 1080 30P.
  - 6.2.6.5. The final edit must have minimal to no compression to the original acquisition video format. Preferred compression format is ProRes422(HQ).
  - 6.2.6.6. Submit technical editing specifications to the Contract Manager for final approval before beginning the editing process.

- 6.2.7. Edit rough cuts of each video for review by the Contract Manager.
  - 6.2.7.1. A rough cut is not highly refined, color corrected or a complete final edit.
  - 6.2.7.2. A rough cut is complete enough to clearly understand without detailed explanation what the design and story structure of the video will be.
- 6.2.8. Post the first rough cuts to YouTube, Vimeo or other video viewing site for the Contract Manager's review.
- 6.2.9. Make changes as needed or requested to the rough cuts.
- 6.2.10. Post the second rough cuts of each video for review by the Contract Manager.
- 6.2.11. Make final refining changes as needed or requested to the videos.
- 6.2.12. Edit final version of all videos.
  - 6.2.12.1. All images have color correction so each scene looks consistent.
  - 6.2.12.2. All images are within NTSC legal limits for luminance, black level and chrominance.
  - 6.2.12.3. All audio is mixed and equalized so voices are clear and easy to understand.
  - 6.2.12.4. All mono sounds are equal on both the left and right audio channels with no phase cancellations.
  - 6.2.12.5. All audio levels meet the required levels that will be supplied by the Contract Manager before post production begins.

### 6.3. **Deliverables:**

- 6.3.1. Deliver all raw camera video and audio, final videos and other media to Media Productions at TPWD Headquarters on hard drives or flash media. Drives or flash media will be returned to contractor when Media Productions has completed copying the final versions.
- 6.3.2. All audio and video elements recorded or created in the making of these videos are to be included in the deliverables to Media Productions.
- 6.3.3. All original, complete, raw camera video files are to be delivered and grouped in folders with the name of the award winner associated with the video.
- 6.3.4. Three (3) variations of each final video are to be delivered:
  - 6.3.4.1. Final version with all graphics and full stereo mix on channels 1&2
  - 6.3.4.2. Final version with NO graphics, Ch.1=all nats in mono, Ch.2=voices, Ch.3&4=stereo music
  - 6.3.4.3. Final version with NO graphics, Ch.1&2=full stereo mix, Ch.3&4=all nats in stereo
- 6.3.5. If the videos are edited in Final Cut Pro 7, create and deliver a Media Managed version of each video.
- 6.3.6. If the videos are edited in Adobe Premiere, create and deliver a Project Manager version of each video.
- 6.3.7. Deliver a complete and accurate word-for-word transcript, including major sound effects or natural sounds, of each video in a Microsoft Word document format.
- 6.3.8. A complete list of all music used in each video with the name of the video the music is used in, the Library name, the Album name, the Cut name and number.
- 6.3.9. A complete list of names and titles of everyone appearing in each video.
- 6.3.10. A complete list of everyone and their title involved in the production of each video (credits).
- 6.3.11. Each video usually ends with a final cut of music. The entire song file of the last cut of music used must be delivered in an .aif or .wav format as a separate file labeled with the cut information from the FirstCom library and with the name of the video it was used in.

- 6.4. **Production Schedule:** Contractor shall follow the below production schedule to ensure the delivery deadline is met. (Any schedule modifications require prior written approval from TPWD.)

Schedule / Deadline	Deliverable
June 5, 2015	Pre-production and production begins
July 13, 2015	1 <sup>st</sup> rough cuts of all 8 videos due
July 24, 2015	2nd rough cuts of all 8 videos due
July 30, 2015	Final deliverables due



6.5. **Communication with TPWD:** Contractor shall:

- 6.5.1. Keep TPWD primary contacts apprised of all actions and included in all decision making.
- 6.5.2. Update TPWD primary contacts on a regular schedule of all actions and plans.
- 6.5.3. Listen to Contract Manager's input and have correspondence indicating understanding of the input and action being taken in response to the input.
- 6.5.4. Allow TPWD primary contacts to give input and direction for every action and plan.
- 6.5.5. Allow TPWD primary contacts to be physically present at any and all stages and actions.

## 7. **CONTRACTOR REQUIREMENTS**

- 7.1. Contractor shall provide service in accordance with requirements specified herein and the resulting contract(s) and adhere to the TPWD Terms and Conditions.
- 7.2. Contractor shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.
- 7.3. Contractor is responsible for all costs incurred in the performance of the contract.
- 7.4. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the services requested herein, and shall obtain such permits, licenses or other authorizations as may be required.
- 7.5. Contractor shall follow relevant safety rules and conduct the work in a safe manner.

## 8. **TPWD RESPONSIBILITIES**

- 8.1. TPWD will designate a Contract Manager upon contract award.
- 8.2. The TPWD Contract Manager will oversee, advise, and have final approval in all phases and elements of the 8 ERA videos.
- 8.3. The Contract Manager will supply some graphic elements such as name key designs, needed for the completion of the 8 ERA videos.
- 8.4. The Contract Manager will supply access to the FirstCom online music library for use in the completion of the 8 ERA videos.
- 8.5. The Contract Manager will supply information about the required audio levels in the final audio mix.
- 8.6. TPWD Media Productions will allow access to their video library and SFX library if needed.
- 8.7. TPWD will furnish no material, labor, equipment, or facilities unless otherwise provided for in this contract.

## 9. **ADDITIONAL TERMS AND CONDITIONS**

The following additional terms and conditions shall apply to this procurement:

- 9.1. **Credits:** No production credits are shown at the Employee Recognition Awards banquet or on the official TPWD YouTube channel. If the employee award videos are used in other productions or shown at other events, the possibility of showing production credits exist. If production credits are shown, all individuals, organizations and companies involved with these 8 ERA videos will be given standard industry credit.

- 9.2. **Disclosure:** All documents and samples of work submitted by bidders shall become the property of TPWD. Proposal information is proprietary and will be treated as confidential. Any information pertaining to TPWD obtained by a bidder as a result of participation in this project is confidential and must not be disclosed without written permission from TPWD.
- 9.3. **Copyright and Ownership:** TPWD will hold all rights and ownership on the information collected and the video shot and produced, and other materials created for this project as a result of this RFP. TPWD will hold all rights and have exclusive use of the final product and all materials created as a result of this RFP with full rights and abilities to re-edit, reproduce and distribute all edited and raw video and other materials. Contractor shall not publish any of the results of the services other than as provided by this contract. Contractor shall not sell any of the results of the services. All work products generated as a result of this contract, either completed or partially completed, shall be the sole property of TPWD and may be used in any manner by TPWD or by third parties authorized by TPWD, in whole or in part, as desired by TPWD. Contractor shall assert no right in law or equity to such products. All right, title and interest in and to the property, including publication, duplication, and distribution rights, shall vest in TPWD upon creation and shall be deemed to be a "work made for hire" and made in the course of the services rendered. To the extent that title to any such work may not, by operation of law, vest in TPWD or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably and indefinitely assigned to TPWD. TPWD shall have the right to obtain and to hold in its own name any and all patents, copyrights, marks, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall ensure publication, duplication and distribution rights are secured to TPWD from all subcontractors.
- 9.4. **Author's Alterations:** TPWD reserves the right to make changes to the eight (8) ERA videos at any time. Contractor shall supply a quote reflecting the price for work order change(s) outside the scope of this contract. If the work order change(s) requires the budget to exceed the established contract total, negotiations will ensue. Alterations due to Contractor's errors will be at Contractor's expense.

## 10. INSURANCE

- 10.1. Contractor shall procure and maintain during the entire period of their performance under this contract the following minimum insurance.

Type of Insurance	Each Occurrence/Aggregate
Workers Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Commercial General Liability	\$1,000,000 Aggregate
General Aggregate Applies Per Project	\$1,000,000 Products & Completed Operations
	\$500,000 Personal & Advertising Liability
	\$500,000 Each Occurrence
Automobile Liability	
All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit

- 10.2. Prior to the commencement of the job and not later than ten (10) days following award, the Contractor shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect. The certificate of insurance shall be sent to: Mary Hardin / Purchasing & Contracting, Texas Parks & Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; or may be faxed to 512-389-4677.

## 11. SUBCONTRACTING

- 11.1. Contractor shall comply with *Section III – General Terms and Conditions, Paragraph 42 – Subcontractors* regarding requirements related to subcontracting any service under the resulting contract.
- 11.2. Respondents are to identify subcontractors in proposal submission and must be reviewed and approved by TPWD prior to award of the contract. See *Exhibit D, Item 2*.

## 12. CONTRACT ADMINISTRATION

Administration of the purchase order is a joint responsibility of TPWD Communications Division and TPWD Purchasing. TPWD purchasing staff will be responsible for administering the contractual business relationship with the contractor. Upon issuance of purchase order, TPWD will designate an individual who will serve as the Contract Manager and point-of-contact between the agency and the contractor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:

- 12.1. Monitoring the contractor's progress and performance and ensuring services and quality of work performed conform to established specification requirements.
- 12.2. Managing the financial aspects of the contract including approval of payments.
- 12.3. Meeting with the contractor to schedule service, and as needed to review progress, discuss problems, and consider necessary action.
- 12.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- 12.5. Other areas as identified by the State of Texas Contract Management Guide, latest edition.

## 13. INVOICING AND PAYMENT

The following procedures apply to invoicing and payment in addition to those listed in *Section III, General Terms and Conditions, Para. 9*:

- 13.1. Contractor to submit invoice(s) to: Texas Parks & Wildlife, Accounts Payable, 4200 Smith School Road, Austin, Texas 78744.
- 13.2. Invoices must show:
  - 13.2.1. Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address
  - 13.2.2. Name of receiving entity
  - 13.2.3. Contract/purchase order number
  - 13.2.4. Description, quantity, unit of measure, unit price, extended price of each item
  - 13.2.5. Total price
  - 13.2.6. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice
  - 13.2.7. Attach supporting documentation, if required
- 13.3. Payment normally will be made to the Contractor within 30 days after receipt of a properly prepared invoice or the receipt of and the acceptance of services ordered, whichever is later. State agencies are required by state law to pay properly submitted invoices within thirty days or the Contractor may charge a late payment fee established by law.

- 13.4. Payments for services purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Payments by qualified ordering entities will be made through the entities local payment system.
- 13.5. Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.
- 13.6. **Partial Payments:** Partial payments are an exception, but may be made with the prior written approval of TPWD. If requested/approved, partial invoices and payments to the awarded contractor may be made based on the following predetermined intervals:
- 13.6.1. One half ( $\frac{1}{2}$ ) upon presentation of the first rough edited videos of all 8 ERA videos, and
- 13.6.2. One half ( $\frac{1}{2}$ ) upon delivery of all deliverables as defined in this contract.

## SECTION II – PROPOSAL REQUIREMENTS

### 1. SCHEDULE OF EVENTS

TPWD intends to proceed according to the following schedule. These dates represent a tentative schedule of events. TPWD reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the Electronic State Business Daily as an Addendum.

Event	Date/Time
RFP Issue Date:	May 8, 2015
<b>Questions Due:</b>	<b>May 14, 2015; 2:00 PM CT</b>
Answers Posted on ESBD:	May 18, 2015
<b>Proposal Due Date:</b>	<b>May 22, 2015; 2:00 PM CT</b>
Expected Contract Award Date:	June 5, 2015

### 2. INQUIRIES

- 2.1. **CONTACT:** All requests, questions, or other communications about this Solicitation shall be made in writing to TPWD's Purchasing Department, addressed to the following person:
 

Mary Hardin, CTPM, CTCM, Purchaser Texas Parks & Wildlife Department 4200 Smith School Road, Austin, Texas 78744	Phone 512-389-4721 Fax 512-389-4677 mary.hardin@tpwd.texas.gov
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- 2.2. **CLARIFICATIONS:** TPWD will allow written requests for clarification of this Solicitation. Questions may be faxed or e-mailed to the point-of-contact listed in [Section II, Subsection 2.1](#). Respondents' names will be removed from questions in the responses released. Questions should be submitted in the following format: a) Reference the Solicitation number; b) Reference the Section number, Paragraph number, Page Number, and Text of passage being questioned; and c) Question.
- 2.3. **DEADLINE FOR SUBMISSION OF QUESTIONS:** To provide TPWD with sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by the deadline specified in [Section II, Subsection 1](#).
- 2.4. **ANSWERS TO QUESTIONS:** The target date for answering questions is within three business days after deadline for questions. Official answers will be posted as an addendum to this solicitation, on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us>. Respondents' names will be removed from questions in the responses released. TPWD reserves the right to amend answers prior to the proposal submission deadline. If respondents do not have Internet access, copies may be obtained through the point of contact listed above. **Note:** *It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a proposal. Respondent's failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the RFP requirements.*
- 2.5. **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s), except for the written inquiries described in [Section II, Subsection 2.2](#) above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify respondent.** Respondent shall rely only on written statements issued through or by TPWD's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

### 3. PROPOSAL CONTENT

Below is a summary of required and requested information. Proposals submitted without this information will be evaluated accordingly. TPWD reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

3.1. **GENERAL RESPONSE FORMAT:**

Respondents shall submit **one (1) original** proposal signed in ink (marked Original). In addition, Respondents should submit **one (1) copy** of the proposal. Submissions should be on 8-1/2 x 11 inch paper and tab-indexed corresponding to the sections/exhibits listed below. (Plastic spine-bound or wire-bound submittals are highly discouraged.)

3.2. **REQUIRED RESPONSE CONTENT:**

Respondent **MUST** include the following documentation in their response submission. ***Failure to submit with response will result in disqualification of the proposal.***

3.2.1. **Exhibit A – Execution of Proposal:**

Respondent must submit original signed, dated and completed [Exhibit A - Execution of Proposal](#).

3.2.2. **Exhibit B – Price Sheet:**

Respondent shall complete and return this [Exhibit B – Price Sheet](#).

3.2.3. **Exhibit C - Respondent Profile:**

Include documentation - tabbed "[Exhibit C](#)", including numbered responses corresponding to each of the items listed in the exhibit to provide respondent's general information and evidence of qualifications, experience and ability to provide the requested services.

3.2.4. **Exhibit D – Respondent Documentation and Proposal:**

Include documentation - tabbed "[Exhibit D](#)", including numbered responses corresponding to each of the items listed in the exhibit to provide their proposal and evidence of qualifications, experience and ability to provide the requested services.

3.2.5. **Addendums:** Respondent shall acknowledge receipt of any addendums generated as part of this solicitation. Respondents should include the signed and dated addendum(s) with their submission.

### 4. PROPOSAL SUBMISSION

- 4.1. All proposals shall be received and time stamped by TPWD prior to 2:00 PM Central Time on the date specified in [Section II, Subsection 1](#) and the place specified in [Section II, Subsection 5](#). Late proposals will not be considered under any circumstance and will be returned unopened.
- 4.2. Proposals should be placed in a sealed envelope/package and correctly identified with RFP number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to TPWD by the specified date.
- 4.3. Respondents to this RFP are responsible for all costs of proposal preparation.
- 4.4. Proposals shall be submitted to TPWD Headquarters, Purchasing & Contracting, as noted in [Section II, Subsection 5](#) below.
- 4.5. ***Telephone, email and facsimile proposals are NOT an acceptable response to an RFP.*** All submitted proposals become property of TPWD after the RFP submittal due date/deadline. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TPWD, whichever is earlier.
- 4.6. When Proposals are opened, only the names of the Respondents who submitted proposals will be read. Prices and terms will not be divulged until after contract award.

## 5. DELIVERY OF PROPOSALS

Proposals shall be submitted to TPWD by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
Texas Parks and Wildlife Dept. Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744	TPWD – Mail Room Attn: Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744 Hours – 8:00 AM to 5:00 PM	TPWD – 1 <sup>st</sup> Floor Security Desk Attn: Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744 Hours – 8:00 AM to 5:00 PM
<b>NOTE:</b> Proposals must be date stamped in Purchasing & Contracting prior to the due date and time.		

## 6. EVALUATION AND AWARD

- 6.1. A contract will be awarded to the responsible respondent(s) who submits the proposal determined to be the best value to the State and who meet all requirements included in this RFP. TPWD reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- 6.2. Cash discounts offered by the Contractor will NOT be a factor in proposal evaluation.
- 6.3. Proposals may be withdrawn by written notice at any time prior to award. An e-mail to the purchaser name identified in [Section II, Subsection 2](#) above will be acceptable as a written notice for withdrawn. No proposals will be returned after award.
- 6.4. **Step 1 – Administrative Review by Purchasing:** Only a complete response with the listed required submittal documents will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive. Proposals that do not conform to the instructions included in this RFP may be rejected by TPWD. TPWD reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. No proposal received in TPWD Purchasing and Contracting Section after the exact date and time specified as the deadline for responses will be considered.
- 6.5. **Step 2 – Initial Evaluation:** A TPWD evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy TPWD requirements. Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

Evaluation Criteria	Weight
<u>Category 1:</u> All Submission Guideline items have been submitted and on time.	Pass/Fail
<u>Category 2:</u> Documentation to demonstrate and support that your or your company and any subcontractors, meets or exceeds the minimum qualifications, experience, facilities and equipment needed.	Pass/Fail
<u>Category 3:</u> The quality of submitted, previously produced video productions on which you or your company performed pre-production work, production work, post production work and delivered the final products. Technical quality, aesthetic quality and message effectiveness for the intended target audience will be considered. The same measurements will be used for subcontractors' submitted sample videos.	45%
<u>Category 4:</u> Two to four references of clients for which you or your company had full creative control of the video productions produced. You or your company must have performed pre-production work, production work, post production work and delivered the final product(s) to these clients. Quality, creativeness, cooperativeness and adherence to schedules will be considered. These references <u>must</u> be associated with the sample videos submitted. Also, if subcontractors are being utilized, two to four references of the same information must be supplied for each of the subcontractors. These references <u>must</u> be associated with the subcontractor sample videos submitted.	15%

<u>Category 5:</u> The quality of your proposal of how you will go about creating the 8 ERA videos, including but not limited to, your general approach, timelines, choice and use of subcontractors, and your detailed production budget for these 8 employee award videos. Thoroughness and attention to detail will be considered.	10%
<u>Category 6:</u> The total price for everything involved in the completion of this contract. (Ref: Exhibit B – Price Sheet). Total price must be within the allotted \$27,000 budget.	30%
<b>Total</b>	100%

- 6.6. **Step 3 – Short List:** At TPWD's sole discretion, a short-list may be developed. Then, TPWD may check references and/or inspect respondent's facility/equipment. References may include past performance evaluations. References will be scored on a pass/fail basis. Any negative responses received may be grounds for disqualification of the proposal.
- 6.7. **Step 4 - Best and Final Offer (BAFO):** The evaluation committee will determine if discussions, oral presentations, negotiations and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the state.
- 6.7.1. **Discussions:** The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal.
- 6.7.2. **Oral Presentations:** TPWD may, at its discretion, elect to have respondents provide oral presentations of their proposals.
- 6.7.3. **Negotiation:** Negotiation sessions should be immediately scheduled and held after award of the contract to work out and detail all aspects, expectations and understandings of the parties based on the RFP and the proposal submitted.
- 6.7.4. **BAFO:** A request for a Best and Final Offer is at the sole discretion of TPWD and will be requested in writing. If requested, respondent(s) shall submit a final price and any added value. If more than one respondent reaches this level, the negotiated terms, references, BAFO and added values will be the considered in the award. TPWD will make the final determination on best value.
- 6.7.5. The evaluation committee will evaluate the finalists and make a recommendation for award.
- 6.8. **Award:** TPWD will award a contract to the respondent that provides the best value to TPWD in performance of this service. TPWD will be the sole judge of best value. (Refer to Section III, Item 3.6 for Best Value criteria.)
- 6.9. **Post Award Meeting:** Contractor(s) may be requested to attend a post award meeting in person or via teleconference with TPWD within 15 calendar days after the award of the contract. The purpose of the meeting is to discuss the terms and conditions of the contract and to provide additional information regarding the contract. ***The bidder who is awarded the contract will be expected to begin work immediately upon award of the contract.***



## SECTION III – GENERAL TERMS AND CONDITIONS

Revised December 2014

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

Any Contract awarded as a result of this solicitation will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

1. **DEFINITIONS:** As used throughout this solicitation, the following terms have the meaning set forth below. All other terms have the meaning set forth in Webster's II New College Dictionary.
  - 1.1. Contractor: The individual, corporation, company, partnership, firm, or organization that has to furnish the materials and has to perform the work as stated in the solicitation.
  - 1.2. ESBD: The Electronic State Business Daily, which is available online at <http://esbd.cpa.state.tx.us/>.
  - 1.3. Gov't Code: The Texas Government Code.
  - 1.4. Owner: Texas Parks and Wildlife Department, an agency of the State of Texas.
  - 1.5. Party/Parties: Either the TPWD and Respondent separately or collectively.
  - 1.6. Respondent: Any person or vendor who submits a Bid/Proposal in response to this solicitation.
  - 1.7. Services: Includes the use of labor, materials, facilities, equipment, and any other need that is necessary or incidental to the successful completion of the contract.
  - 1.8. Subcontractor: Any supplier, distributor, Contractor, person, or firm furnishing to the Contractor, materials or services necessary or incidental to the performance of the contract between TPWD and Contractor.
  - 1.9. TAC: The Texas Administrative Code, which is the publication for administrative rules.
  - 1.10. TPWD: Texas Parks and Wildlife Department acting on behalf of the State of Texas.
2. **SPECIFICATIONS:**
  - 2.1. The goods/services provided shall be in accordance with the purchase specifications herein. TPWD will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of goods/services provided. TPWD will decide the rate of progress of the work and the acceptable fulfillment of the goods/service on the part of the Contractor.
  - 2.2. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids/Proposals on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If offering other than references, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
  - 2.3. Unless otherwise specified, items shall be new and unused and of current production.
  - 2.4. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach response submission to sample.
  - 2.5. The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
  - 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **AWARD OF A PURCHASE ORDER:** Standard Purchase Order Terms and Conditions apply. If a conflict exists between the standard purchase order terms and conditions and specific language in this solicitation, the language in the solicitation shall prevail.
  - 3.1. A response to a solicitation is an offer to contract with TPWD based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless and until they are accepted through an authorized TPWD designee by issuance of a purchase order.

- 3.2. This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Government Code (TGC) and TPWD rules. Any contract resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of: this solicitation (including its attachments, exhibits, supplements, and addenda); the successful Contractor's response; any TPWD request for a Best and Final Offer; and any successful Contractor's Best and Final Offer, if applicable.
- 3.3. Best Value – TPWD will be the sole judge of best value. Award will be based on Best Value criteria and may include, but is not limited to:
  - 3.3.1. Best meets the goals and objectives of the solicitation as stated above.
  - 3.3.2. Best meets the quality and reliability of the proposed services.
  - 3.3.3. Effect of the proposed solution on agency productivity.
  - 3.3.4. Provides the most customer focused solution that will best meet the needs of the public.
  - 3.3.5. Experience in successfully providing services in this solicitation.
  - 3.3.6. Vendor Performance: In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a factor in the award.
4. **UNIT PRICES:** Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
5. **FREIGHT:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
6. **DELIVERY:**
  - 6.1. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause solicitation to be disregarded.
  - 6.2. If delay is foreseen, Contractor shall give written notice to the TPWD. Contractor must keep the TPWD advised at all times of status of order.
  - 6.3. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TPWD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Contractor.
  - 6.4. Substitutions: No substitutions permitted without written approval of TPWD.
  - 6.5. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency. Normal working hours are 8:00 AM until 5:00 PM Monday through Friday except State and National holidays.
7. **TESTING AND INSPECTION:**
  - 7.1. TPWD may test and inspect goods and services purchased under the Contract to ensure compliance with the specifications of this solicitation and the Contract. TPWD may also test and inspect goods and services before they are purchased under the Contract. Authorized TPWD personnel shall have access to the Respondent's place of business for the purpose of inspecting the goods. To the extent practical, TPWD inspections will not disrupt the Respondent's daily operations. Tests shall be performed on samples submitted with the Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Respondent. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's option, and returned to the Respondent or held for disposition at the Respondent's expense. Latent defects may result in cancellation of the Contract at no expense to the state.
  - 7.2. If material fails to meet specifications, the Respondent will be notified by fax / mail or e-mail. The Respondent will have ten (10) working days after receipt of the notification to remove the rejected material from state property. Material will be removed at the Respondent's expense. Material not

removed in the allotted time period will be disposed by TPWD. The Respondent will be charged for all disposable expenses conducted by TPWD.

8. **CHANGES:** TPWD may at any time, by a written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the services under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or time of performance or both and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change, provided, however, that TPWD, if it decides that the facts justify such action, may receive and act upon such claims asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute Resolution."
9. **INVOICING AND PAYMENT:**
  - 9.1. In order to receive payment under the Contract, the Respondent must submit an original invoice to TPWD, which will be designated in the purchase order as the "Bill To" address. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments: (1) Name and address of the Contractor. (2) The Contractor's Texas Identification Number (TIN). (3) The Contractor's invoice remittance address. (4) The purchase order number authorizing the delivery of products or services. (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
  - 9.2. Disputed Invoices: As stated above, the Respondent will receive notice of an error in an invoice submitted for payment by not later than the 21st day after the date the invoice was received by the TPWD. If an invoice dispute is resolved in favor of the Respondent, the Respondent is entitled to receive interest on the unpaid balance of the invoice, beginning on the date the invoice became overdue, pursuant to §2251.021, Gov't Code. If a dispute is resolved in favor of the TPWD, the Respondent shall submit a corrected invoice that must be paid in accordance with §2251.021. The unpaid balance accrues interest if the corrected invoice is not paid by the appropriate date.
  - 9.3. Time and Manner of Payment: Pursuant to Texas Government Code Chapter 2251, Payment by TPWD is overdue on the 31st day after the later of: (1) the date the TPWD receives the goods under the Contract; (2) the date the performance of the service under the contract is completed; or (3) the date the TPWD receives the invoice for the goods or service. Payment by a political subdivision Customer whose governing body meets only once a month or less frequently is overdue on the 46th day after the later event of: (1) the date the Customer receives the goods under the Contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Customer receives the invoice for the goods or service.
10. **PATENTS, TRADEMARKS, OR COPYRIGHTS:** Respondent agrees to defend and indemnify the TPWD and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TPWD's or the State's use of any good or service provided by the respondent as a result of this solicitation.
11. **COPYRIGHTS AND PUBLICATIONS:** The Respondent understands and agrees that, where activities supported by the Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), the Respondent may copyright the works subject to the reservation by the TPWD of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state and/or political subdivision purposes:
  - the copyright in the works developed under the Contract, and
  - any rights of copyright to which the Respondent purchases ownership with funding from the Contract.

The Respondent may publish, at its expense, the results of Contract performance with prior TPWD review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the TPWD. One (1) copy of any such publication must be provided to the TPWD. The TPWD reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge to the TPWD.

12. **PROHIBITION ON LOBBYING:** The Respondent shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Act, 2 U.S.C. §1601 et seq. By submitting a Proposal, the Respondent certifies that it shall not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. It also certifies that the Respondent shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL.
13. **ANTI-TRUST AND ASSIGNMENT OF CLAIMS:** The Contractor may publish, at its expense, the results of Contract performance with prior TPWD review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the TPWD and Customers. One (1) copy of any such publication must be provided to the TPWD. The TPWD reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge to the TPWD.
14. **DEBTS AND DELINQUENCIES:** As required by §2252.903, Gov't Code, the Respondent agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
15. **DISPUTE RESOLUTION:**
  - 15.1. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by TPWD and the Respondent to resolve all disputes arising under this contract. The Contractor shall comply with such rules, as revised from time to time.
  - 15.2. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve any claim for breach of contract asserted by the Contractor under the Contract. If the Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
  - 15.3. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by TPWD if the Parties are unable to resolve their disputes as described above.
  - 15.4. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by TPWD nor any other conduct of any representative of TPWD relating to the Contract shall be considered a waiver of sovereign immunity to suit.
  - 15.5. For all other specific breach of contract claims or disputes under the Contract, TPWD and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by TPWD and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Contractor shall pay all costs of the mediation unless TPWD, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, TPWD and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of

this Section is to reasonably ensure that TPWD and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. TPWD's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by TPWD of (1) any rights, privileges, defenses, remedies or immunities available to TPWD as an agency of the State of Texas or otherwise available to TPWD; (2) TPWD's termination rights; or (3) other termination provisions or expiration dates of the Contract.

- 15.6. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TPWD, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of §2251.051, Gov't Code, and such suspension of performance is expressly applicable and authorized under that law.

16. **FRAUD, WASTE, AND ABUSE:** By submitting a Response to this Solicitation, the Respondent represents and warrants that it has read and understood and shall comply with CPA's Anti-Fraud Policy, found at: <http://www.window.state.tx.us/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of the Contract.

17. **NAME CHANGES AND SALES:** If the Contractor changes its name or is sold to another entity, it must provide written notification to TPWD. The Contractor, in its notice, shall describe the circumstances of the name change or sale, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for the Contractor, the Contractor shall identify the new personnel and provide resumes to TPWD, if resumes were originally required by the Solicitation. TPWD may request other information about the change and its impact on the Contract and the Contractor shall supply the requested information within five (5) working days of receipt of the request.

TPWD may terminate the Contract due to a sale of or change to the Respondent that materially alters the Respondent's ability to perform under the Contract. The TPWD has the sole discretion to determine if termination is appropriate.

**18. CONTRACTOR RESPONSIBILITIES:**

- 18.1. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting Contract.
- 18.2. Contractor guarantees services offered will meet or exceed the written specifications identified in this solicitation.
- 18.3. **Permits:** Contractor shall be responsible, at the Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes that pertain to the Contract.
- 18.4. **Electrical Items:** All electrical items provided by the Respondent to TPWD under the Contract must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 18.5. **Executive Head:** Pursuant to §669.003, Gov't Code, the TPWD may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Proposal, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years. If section 669.003 applies, respondent shall complete the following information in order for the response submission to be evaluated:

Name of former executive: \_\_\_\_\_  
 Name of state agency: \_\_\_\_\_  
 Date of separation from state agency: \_\_\_\_\_  
 Position with respondent: \_\_\_\_\_  
 Date of employment with respondent: \_\_\_\_\_

- 18.6. Contractor agrees to take precautions necessary to protect person or property against injury or damage, and be responsible for such injury or damage.
  - 18.7. Contractor agrees to comply with Federal law or State Worker's Compensation laws which are applicable to the work required or performed under this contract and to pay or cause to be paid all compensation, medical or hospital bills which may become due or payable thereunder, and to protect and indemnify TPWD from and against any and all liability by reason of injury to employees of Contractor or subcontractor.
  - 18.8. Contractor shall provide all labor, equipment and materials (unless otherwise stated herein) necessary to furnish the goods or perform the service. All employees of the Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. Only the Contractor and its employees will be allowed on state property during working hours.
19. **TERMINATED CONTRACTS:** By submitting a Response, the Respondent certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Respondent does have such a terminated contract, the Respondent shall identify each and provide an explanation for the termination.
20. **INDEPENDENT CONTRACTOR:** The Contract shall not render the Respondent an employee, officer, or agent of the TPWD for any purpose. The Respondent is and shall remain an independent contractor in relationship to the TPWD. The TPWD shall not be responsible for withholding taxes from payments made under the Contract. The Respondent shall have no claim against the TPWD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
21. **ABANDONMENT OR DEFAULT:** If Contractor is found to be in default under any provision of this Contract, TPWD may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to TPWD including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TPWD resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
22. **RIGHT TO AUDIT / RECORDS RETENTION:** Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by

subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

23. **FORCE MAJEURE:** TPWD may grant relief from performance of the contract if the Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with TPWD.
24. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. TPWD will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
25. **RIGHT TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP):** Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the State; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
26. **PUBLIC DISCLOSURE / NEWS RELEASES:** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.
27. **CONFIDENTIALITY AND SECURITY:** The Respondent should not receive any sensitive or confidential information under the Contract. Any information the Respondent compiles or creates as a result of the Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Respondent shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. The obligations of the Contractor under this Security and Confidentiality Article shall survive this Contract and shall be included in all subcontracts.
28. **TERMINATION:** This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
  - 28.1. **Termination for Convenience:** TPWD reserve the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing 30 calendar days' advance written notice if TPWD determines that such termination is in the best interest of the state. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TPWD will be liable for payments limited only to the portion of work authorized by TPWD in writing and completed prior to the effective date of cancellation, provided that TPWD shall not be liable for any work performed that is not acceptable to TPWD and/or does not meet contract requirements. All work products produced by the Contractor and paid for by TPWD shall become the property of TPWD and shall be tendered upon request. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.
  - 28.2. **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions

of the Contract, the TPWD may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

- 28.3. The rights and remedies of TPWD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 28.4. TPWD may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TPWD notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TPWD with respect to the enforcement of any of the remedies listed herein.

- 29. **SURVIVAL OF TERMS:** Termination of the Contract for any reason shall not release the Respondent from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
- 30. **RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT:** In the event that the Contract is terminated for any reason, or upon its expiration, TPWD shall retain ownership of all associated work products and documentation obtained from the Respondent under the Contract.
- 31. **CHANGE IN FEDERAL OR STATE REQUIREMENTS:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the Contractor cannot reasonably fulfill the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under the Contract.
- 32. **TAXES:** Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TPWD.
- 33. **BUY TEXAS:** In accordance with §2155.4441, Gov't Code, the Respondent shall, in performing any services under the Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.
- 34. **NOTE TO RESPONDENT:** Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the respondent's response may be disqualified from further consideration.
- 35. **ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:** As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Contractor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information



regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

36. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
37. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.
38. **FEDERAL DISASTER RELIEF FRAUD:** Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a response or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the response or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
39. **APPLICABLE LAWS AND VENUE:** The Respondent agrees that the Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Respondent also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning TPWD under this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas.
40. **APPLICABLE LAWS AND CONFORMING AMENDMENTS:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TPWD reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TPWD or Contractor's compliance with all applicable State and federal laws, and regulations.
41. **COMPLIANCE WITH LAWS; DEALING WITH PUBLIC SERVANTS:** The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; (iii) §2155.003, Gov't Code, which prohibits the chief clerk or any other employee of the TPWD from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.

The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, TPWD shall not be responsible for monitoring Respondent's compliance with any laws or

regulations. If Respondent performs any work knowing or having reason to know that it is contrary to laws or regulations, Respondent shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

42. **NO WAIVER:** Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppels. TPWD does not waive any privileges, rights, defenses, or immunities available to TPWD by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.
43. **NO LIABILITY UPON TERMINATION:** If this Contract is terminated for any reason, TPWD and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.
44. **DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
45. **FALSE STATEMENTS; BREACH OF REPRESENTATIONS:** By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and TPWD may terminate or void this Contract for cause and pursue other remedies available to TPWD under this Contract and applicable law.
46. **ACTUAL AND PERCEIVED CONFLICTS:** By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with TPWD. The Respondent also represents and warrants that entering a Contract with TPWD will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. The TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.
47. **CURRENT AND FORMER TPWD EMPLOYEES:** In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TPWD or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TPWD.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing

this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee's cumulative weekly hours worked at all state facilities through any one staffing company does not exceed 40 hours per week.

- 48. INSURANCE AND OTHER SECURITY:** Respondent represents and warrants that it will, within ten (10) business days of executing this agreement, provide TPWD with current certificates of insurance or other proof acceptable to TPWD of the required insurance coverage

The Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities thereunder. The Respondent shall insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance shall comply with Texas statutory requirements and also cover any cargo being delivered to Customers.

The Respondent represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Respondent shall furnish proof of insurance upon request of TPWD.

- 49. SEVERABILITY:** If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- 50. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2261.
- 51. AMENDMENTS:** Except as provided in Section III, paragraph 8 of this Contract, this Contract may be amended only upon written agreement between TPWD and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.
- 52. CHANGE MANAGEMENT:** The Respondent agrees that the key personnel assigned to the Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Respondent or unless TPWD agrees to a change in the key personnel.
- 53. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.
- 54. INDEMNIFICATION AND LIABILITY:** Contractor shall INDEMNIFY and HOLD HARMLESS the State of Texas and Customer, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. This indemnity obligation shall apply to any and all third party claims involving infringement of United States patents, copyrights, trade and

service marks, and any other intellectual or intangible property rights in connection with the performances or actions of Vendor pursuant to this contract; Vendor shall be responsible for all of Customer's defense costs. This indemnity obligation shall further apply to any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of relating to tax liability, unemployment insurance, and/or workers compensation in Vendor's performance under this contract. The defense shall be coordinated by Vendor with the office of the Attorney General when Texas state agencies are named as defendants in any lawsuit, and Vendor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Vendor and the Customer agree to furnish timely written notice to each other of any such claim.

a. **Infringements**

- i) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- ii) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense:
  - 1) procure for the Customer the right to continue to use the affected portion of the product or service, or
  - 2) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**55. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the TPWD Contract Manager in writing of any such damage within one (1) calendar day.

**56. FELONY CRIMINAL CONVICTIONS:** Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TPWD as to the facts and circumstances surrounding the conviction.

**57. IMMIGRATION:** The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

**58. SUBCONTRACTORS:** Subcontractors providing service under the contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the purchase order shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

- 58.1. Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors.
- 58.2. Subcontracting shall be at the Contractor's expense.
- 58.3. TPWD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
- 58.4. The Contractor shall be the only contact for TPWD and subcontractors. Respondent shall list a designated point of contact for all TPWD and subcontractor inquiries.

58.5. The Respondent, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the TPWD is in no manner liable to any subcontractor(s) of the Respondent. In no event shall this provision relieve the Respondent of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this solicitation and Contract. The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

59. **PROTEST PROCEDURES:** Any Actual or prospective respondent who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TPWD's rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350 located at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=31&pt=2&ch=51&rl=350](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=2&ch=51&rl=350)

60. **NON-APPROPRIATION OF FUNDS:** Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or respondent's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to respondent for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

61. **TEXAS PUBLIC INFORMATION ACT:** Information the bidder provides to Texas Parks & Wildlife in response to this solicitation will be considered public and subject to disclosure under the Texas Public Information Act. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause "*substantial competitive harm to your business*". If the bidder believes that his response to this solicitation contains confidential information in those categories, the bidder must specifically document this at the top or bottom of each page that contains the information the bidder considers confidential. The bidder's documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the bidder believes applies to this information, i.e. copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the bidder's response contains confidential information will not be sufficient to meet this requirement. **If such documentation is not provided, Texas Parks and Wildlife Department will assume that all information provided in the response to this solicitation is releasable under the Act.**

Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. Contractor will make such information not excepted from disclosure available in an electronic format that is accessible to the public unless Contractor receives written approval from TPWD to provide information in a different format, and such approval becomes part of this Contract.

62. **CIVIL RIGHTS:** The Respondent agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Respondent shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

- 63. CONFLICT OF INTEREST:** Under §2155.003, Gov't Code, a TPWD employee may not have an interest in, or in any manner be connected with a contract or response for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and respondents who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TPWD or purchasers of other state agencies.
- 64. LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Contractor shall have no authority to act for or on behalf of Texas Parks and Wildlife Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Parks and Wildlife Department.
- 65. DRUG-FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 66. NOTICES:** Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified in the Execution of response, Exhibit A, of this Contract or by U.S. Mail, certified, return receipt requested, to TPWD, Attn: Purchasing, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.
- 67. ORDER OF PRECEDENCE:** In the case of conflicts between the contract documents, the following shall control in this order of priority:
- 67.1. Signed Contract/Purchase Order (or Notice of Award)
  - 67.2. Attachments to the Contract/Purchase Order (or Notice of Award)
  - 67.3. The Solicitation (e.g., RFP, IFB)
  - 67.4. Contractor's Response to the Solicitation and Contractor's Best and Final Offer, if applicable
- 68. BUSINESS OWNERSHIP:** BIDDER/VENDOR MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT. BIDDERS THAT HAVE PRE-REGISTERED THIS INFORMATION ON THE CPA/TPASS CENTRALIZED MASTER BIDDERS LIST HAVE SATISFIED THIS REQUIREMENT. IF NOT PRE-REGISTERED, COMPLETE THE FOLLOWING:
- DO NOT ENTER "CORPORATION", "PUBLIC CORPORATION", "PUBLICLY TRADED COMPANY" OR OTHER NON-RESPONSIVE ANSWERS. IF NO ONE PERSON CONTROLS 25% OR MORE OF THE ORGANIZATION, ENTER "NONE".
- |            |           |         |
|------------|-----------|---------|
| NAME _____ | SSN _____ | % _____ |
| NAME _____ | SSN _____ | % _____ |
| NAME _____ | SSN _____ | % _____ |
| NAME _____ | SSN _____ | % _____ |

69. **NO ASSIGNMENT BY CONTRACTOR:** The Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the TPWD.
70. **COMPLIANCE WITH OTHER LAW:** In the execution of this Contract, Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this Contract.
71. **ENVIRONMENTAL PROTECTION:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 et seq.).
72. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:**
- 72.1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- All persons employed to perform duties within Texas, during the term of the Contract; and
  - All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
- 72.2. The Contractor shall provide, upon request of (agency name), an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
- 72.3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.
73. **TEXAS IDENTIFICATION NUMBER:** The Texas Identification Number (TIN) is a unique 11-digit number assigned by the Texas Comptroller of Public Accounts. When a payee first contracts with a state agency, that payee must provide either a federal Employer Identification Number (EIN) or a Social Security number (SSN). The Texas Identification Number (TIN) is based on this number. (Note: If respondent does not have a TIN, or does not know their TIN, they may list their EIN or SSN on the "Texas Identification Number" line of the Vendor Information Block of their RFP, IFB or RFQ response.)

## EXHIBIT A - EXECUTION OF PROPOSAL

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS EXHIBIT WITH THEIR PROPOSAL. Failure to do so will result in disqualification of the proposal.**

**1. By signature hereon, the Respondent certifies that:**

- 1.1. All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.
- 1.2. **Certification Concerning Dealings with Public Servants:** The Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.
- 1.3. Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this RFP, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.
- 1.4. Pursuant to Section 2155.004 (a), Government Code, the Respondent has not received compensation for participation in the preparation of the specifications for this RFP.
- 1.5. Under Section 2155.004 (b), Government Code, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 1.6. **Child Support Obligations: Pursuant to Section 231.006 (d), Family Code, re: child support, the respondent certifies that the individual** or business entity named in this RFP is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.7. Contractor shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and Texas Parks and Wildlife Department (TPWD), its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract. Contractor shall coordinate its defense with the Texas Attorney General as requested by TPWD.  
  
This paragraph is not intended to and shall not be construed to require contractor to indemnify or hold harmless the State or TPWD for any claims or liabilities resulting from the negligent acts or omission of TPWD or its employees.
- 1.8. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 1.9. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, respondent will complete the following information in order for the RFP to be evaluated:
  - 1.9.1 Name of former executive: \_\_\_\_\_
  - 1.9.2 Name of state agency: \_\_\_\_\_
  - 1.9.3 Date of separation from state agency: \_\_\_\_\_
  - 1.9.4 Position with respondent: \_\_\_\_\_
  - 1.9.5 Date of employment with respondent: \_\_\_\_\_
- 1.10. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 1.11. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.



- 1.12. Pursuant to Section 231.006 (c), Family Code, RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.
- 1.13. Suspension, Debarment, and Terrorism: Respondent certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM>.
- 1.14. Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this proposal.
2. In the case of a tie between two (2) or more Respondents, the award will be made in accordance with preferences as outlined in TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.38. If a tie still exists after review of preferences claimed by Respondents, TPWD will draw lots to break the tie.

<b>PREFERENCES</b>	
<b>See Section 2.38 of the State of Texas Procurement Manual regarding preferences.</b>	
<b>Check below if preference claimed under TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.38</b>	
<input type="checkbox"/>	Goods produced or offered by a Texas respondent that is owned by a Texas resident service-disabled veteran
<input type="checkbox"/>	Goods produced in Texas or offered by a Texas respondent that is <u>not</u> owned by a Texas resident service-disabled veteran
<input type="checkbox"/>	Agricultural products grown in Texas
<input type="checkbox"/>	Agricultural products offered by a Texas respondent
<input type="checkbox"/>	Services offered by a Texas respondent that is owned by a Texas resident service-disabled veteran
<input type="checkbox"/>	Services offered by a Texas respondent that is <u>not</u> owned by a Texas resident service disabled veteran
<input type="checkbox"/>	Texas Vegetation Native to the Region
<input type="checkbox"/>	USA produced supplies, materials or equipment
<input type="checkbox"/>	Products of persons with mental or physical disabilities
<input type="checkbox"/>	Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
<input type="checkbox"/>	Energy Efficient Products
<input type="checkbox"/>	Rubberized asphalt paving material
<input type="checkbox"/>	Recycled motor oil and lubricants
<input type="checkbox"/>	Products produced at facilities located on formerly contaminated property
<input type="checkbox"/>	Products and services from economically depressed or blighted areas
<input type="checkbox"/>	Contractors that meet or exceed air quality standards
<input type="checkbox"/>	Recycled or Reused Computer Equipment of Other Manufacturers
<input type="checkbox"/>	Foods of Higher Nutritional Value

RESPONDENT (COMPANY/FIRM): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED/PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE AND FAX/SCMILE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TEXAS IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

See instructions for Texas ID Number in General Terms & Conditions, Paragraph 56.

## EXHIBIT B - PRICE SHEET

**Respondent (Company/Firm):** \_\_\_\_\_

**THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH THE RESPONSE.  
FAILURE TO RETURN THIS EXHIBIT WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.**

Respondents shall submit an all-inclusive price to provide the services described herein within the required timeframe. Proposals submitted must indicate a total price within the allotted \$27,000 budget.

Item #	Description	Class/Item 961-90; 915-82	Quantity	Unit	Unit Price	Extension
1.	<p><b>VIDEO PRODUCTION SERVICES</b> for eight (8) Employee Recognition Award (ERA) videos with an average length of three to four (3-4) minutes each. The awarded contractor shall pre-produce, shoot, write, edit and deliver the 8 ERA videos per the supplied requirements in this RFP. TPWD is seeking creative, cost-effective and efficient ways to pre-produce, shoot, write, edit and deliver these 8 videos. Without exception, all 8 ERA videos must be completed and submitted by July 30, 2015.</p> <p><i>Bidder shall enter an all-inclusive price for providing the services described herein.</i></p>		1	Lot	\$ _____	\$ _____
Total						\$ _____

## EXHIBIT C - RESPONDENT PROFILE

Respondents proposing to provide Video Production services shall submit the following documentation - tabbed "*Exhibit C*", including numbered responses corresponding to each of the following questions to provide general information along with evidence of qualifications, experience and ability to provide the requested services.

***Failure to provide this information may result in the proposal being considered non-responsive.***

1.	Company Name:
2.	Specify principal place of business ( <i>Corporate Headquarters</i> ): a. Address b. City, State, Zip
3.	Specify facility responsible for servicing the contract ( <i>Local Address if different than above</i> ): c. Address d. City, State, Zip
4.	Provide Contact Person information regarding Vendor's response to the RFO: e. Name/Title f. Phone Number g. Email
5.	Indicate the ownership structure of your company (Individual, Partnership, Corporation, etc).
6.	Indicate whether or not your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.
7.	Indicate (Yes or No) if company or any of its subsidiaries filed or met criteria for bankruptcy within last five years. If yes, explain.
8.	Indicate (Yes or No) if company or any of its subsidiaries has been involved in litigation within last three (3) years. If yes, explain.
9.	Indicate the total number of years in business.
10.	Indicate number of years in business actively providing <b>video production service</b> .
11.	Provide a brief description of company and scope of operation.
12.	Describe present commitments for related or similar services.

## EXHIBIT D - RESPONDENT DOCUMENTATION AND PROPOSAL

Respondents proposing to provide Video Production services shall submit the following documentation - tabbed "[Exhibit D](#)", including numbered responses corresponding to each of the following items to provide their proposal and evidence of qualifications, experience and ability to provide the requested services.

***Failure to provide this information may result in the proposal being considered non-responsive.***

**1. Statement of Qualifications for contractor, including:**

- a. Summary of the individual's or organization's background, resources and relevant experience with documentation showing the minimum of 4 years experience with pre-production design, scheduling and coordination; production budget design and video field production work; and post production work and delivery of final products.
- b. Brief biography for each team member
- c. Explanation of why you want to produce these videos
- d. Proof of good financial standing.

*Note: Above referenced documentation should support the minimum qualifications and experience specified in [Section I, Subsection 5 – Qualifications and Experience](#).*

**2. Statement of Qualifications for each subcontractor to be used, including:**

- a. Summary of the subcontractor's background, resources and relevant experience with documentation showing the minimum of 4 years experience with pre-production design, scheduling and coordination; production budget design and video field production work; and post production work and delivery of final products.
- b. Brief biography for each team member of the subcontractor(s)
- c. Explanation of why you will be utilizing the subcontractor(s) and why you chose them.
- d. Proof of good financial standing of subcontractor(s)

*Note: Documentation should support minimum qualifications and experience in [Section I, Subsection 5 – Qualifications and Experience](#).*

- 3. Production Budget:** Detailed production budget for all 8 ERA videos that ties back to your timeline and deliverables. It is understood and accepted that not all elements of the overall production phase can be known at this point so a complete and 100% accurate budget cannot be generated. Please do your best to estimate any unknowns and indicate that they are estimates.

- 4. Previous Video Production Examples:** Provide links to no less than 2 and no more than 4 examples of video productions in which you, your company or your organization performed all elements of pre-production, production and post production of the completed videos. Important: Include information about each production's message, its design and the target audience.

*Note: If subcontractor(s) will be used, supply a demo reel for each subcontractor. TPWD reserves the right to reject a subcontractor once the contract has been awarded. If rejected, an alternate subcontractor must be supplied.*

- |   |
|---|
| <p><b>5. References for Video Production:</b> Provide at least 1 client reference for each complete video production submitted. If subcontractors are being used, the same client references must be submitted for each of their video productions submitted. <i>Client references to include:</i></p> <ul style="list-style-type: none"><li>a. Name of Client Organization</li><li>b. Address, City, State</li><li>c. Contact Name/Title</li><li>d. Phone</li><li>e. Email Address (if available)</li><li>f. Project Period (Start Date and End Date)</li><li>g. Project Title and Description</li></ul> |
| <p><b>6. Proposal:</b> Detailed description of how you will go about creating the 8 employee award videos, including but not limited to:</p> <ul style="list-style-type: none"><li>a. General approach</li><li>b. Timelines</li><li>c. Work plan with clear statements of what you will do, and how and when you will do it.</li></ul> <p><i>Note: Explanations of timelines and efficiency are very important.</i></p>   |
| <p><b>7. Equipment List:</b> Provide a general list of production and post-production equipment to be utilized in the video production.</p>   |
| <p><b>8. Additional Information:</b> Provide any other information you may think important and relevant to this RFP.</p>  |

## EXHIBIT E - RESPONSE SUBMISSION CHECKLIST

The following checklist is provided for the convenience of Vendors in their response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFP. Vendors must ensure that all mandatory requirements for this RFP are met, even if they are not included in this checklist. The mandatory documentation must be submitted with the original and each copy of the response.

A completed checklist shall not be binding on TPWD's administrative review for compliance with the mandatory response contents specified in this RFP. As step one of the evaluation process, TPWD will review all responses to ensure compliance with the mandatory response contents as specified in [Section II, Subsection 3.2](#) of the RFP and reject any response that does not comply.

**All responses must be received by TPWD on or before 2:00 p.m. (CT) on May 22, 2015.  
No late responses will be considered.**

Item	Check
Response addressed to: Attn: Mary Hardin Purchasing & Contracting C-1 Texas Parks & Wildlife Department 4200 Smith School Road Austin, Texas 78744	
External packaging references " <b>RFP 802-15-30777</b> "	
Package contains one (1) signed original (clearly marked) of the complete response	
Package contains one (1) additional paper copies of the complete response	
Response cover references " <b>RFP 802-15-30777</b> " and includes the name and address of the responding Vendor	
Mandatory Response Contents	Check
<b>Exhibit A – Execution of Proposal</b> (per Section II, Item 3.2.1)	
<b>Exhibit B – Pricing Sheet</b> (per Section II, Item 3.2.2)	
<b>Exhibit C – Respondent Profile</b> (per Section II, Item 3.2.3)	
<b>Exhibit D – Respondent Documentation and Proposal</b> (per Section II, Item 3.2.4)	
<b>Addenda</b> - Acknowledge receipt of all addenda issued to this solicitation by returning a signed copy of each addendum (per Section II, Item 3.2.5)	